

This **Agreement** is made by and between the County of Monterey a political subdivision of the State of California (hereinafter "County") and Syracuse University, on behalf of its Burton Blatt Institute (hereinafter "UNIVERSITY"). County and UNIVERSITY being collectively referred to as the "Parties" and each individually a "Party."

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work**, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

The Psychiatric Advance Directives Project (PADS), a multi-county collaborative mental health services act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADS Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADS subcontractors and/or consultants.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the UNIVERSITY in accordance with the payment provisions set forth in **Exhibit A** subject to the limitations set forth in this Agreement. The total amount payable by County to UNIVERSITY under this Agreement shall not exceed the sum of \$498,828.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from January 11, 2022 to June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and County and with County signing last, and **UNIVERSITY may not commence work before County signs this Agreement.**

3.02 Either Party, County or UNIVERSITY reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice to the other Party.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: **Exhibit A, Statement of Work**, which includes the following components: 1) Scope of Services, 2) Approved Budget, including budget detail and budget narrative, and 3) Payment Terms.

**5.0 PERFORMANCE STANDARDS.**

- 5.01 UNIVERSITY provides reasonable assurance that UNIVERSITY and UNIVERSITY's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and, to the best of its knowledge, are not employees of the County, or immediate family of an employee of the County.
- 5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 UNIVERSITY shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. UNIVERSITY shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6.0 PAYMENT CONDITIONS.**

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement
- 6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the UNIVERSITY.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 UNIVERSITY shall submit such invoice periodically or at the completion of services, but in any event, not later than 60 days after completion of services. The invoice shall set forth the amounts claimed by UNIVERSITY for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor Controller for payment. The County Auditor Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

**7.0 TERMINATION.**

- 7.01 During the term of this Agreement, the Either Party may terminate the Agreement for any reason by giving written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to UNIVERSITY. "Good cause" includes the failure of UNIVERSITY to perform the required services at the time and in the manner provided under this Agreement, provided that UNIVERSITY was provided 30-days written notice to cure such failure ("Cure Period"), and UNIVERSITY failed to cure such performance of required services within the 30-day Cure Period. If County terminates this Agreement for good cause the County may be relieved of the payment to UNIVERSITY only for such work directly causing the termination for good cause and for costs of reprocurement, if any. In the event of a termination for good cause, the County may proceed with the work in any manner which County deems proper. Any costs owed to the County as a result of a termination for good cause shall be deducted from any sum due the UNIVERSITY under this Agreement.
- 7.03 The County's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, County shall pay UNIVERSITY for all services provided and any non-cancelable commitments made prior to the date of termination.

**8.0 INDEMNIFICATION.**

- 8.01 UNIVERSITY shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all third-party claims, liabilities, and losses arising out of or related to the UNIVERSITY's negligence or more culpable conduct in connection with the UNIVERSITY's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) , unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

**9.0 INSURANCE REQUIREMENTS.**

- 9.01 Evidence of Coverage:  
Prior to commencement of this Agreement, the UNIVERSITY shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 **Qualifying Insurers:**

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting UNIVERSITY's duty to indemnify, UNIVERSITY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance,** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance,** if UNIVERSITY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval .)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date UNIVERSITY completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the UNIVERSITY'S work, including ongoing and completed operations **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

Prior to the execution of this Agreement by the County, UNIVERSITY shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.



UNIVERSITY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify UNIVERSITY and UNIVERSITY shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by UNIVERSITY to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. UNIVERSITY and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. UNIVERSITY shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by and law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose of carrying out UNIVERSITY's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates UNIVERSITY shall upon County's request, return to County any County records which UNIVERSITY used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. UNIVERSITY shall prepare, maintain, and preserve all reports and records that may be required by federal, state and County rules and regulations related to services performed under this Agreement. UNIVERSITY shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three year period, then UNIVERSITY shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the County shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, non-exclusive and irrevocable

license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the County disclosed in connection with this Agreement without the prior written approval of County.

**11.0 NON-DISCRIMINATION.**

11.01 During the performance of this Agreement, UNIVERSITY and its subcontractors, shall not unlawfully discriminate against any person because of race religious creed, color, sex, national origin ancestry physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in UNIVERSITY's employment practices or in the furnishing of services to recipients. UNIVERSITY shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. UNIVERSITY and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, UNIVERSITY will comply with all the provisions of said contract, to the extent applicable to UNIVERSITY as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, UNIVERSITY is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and UNIVERSITY shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UNIVERSITY shall be solely liable for and obligated to pay directly all applicable taxes including federal and state income taxes and social security, arising out of UNIVERSITY's performance of this Agreement. In connection therewith, UNIVERSITY shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of UNIVERSITY' s failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and UNIVERSITY' S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title	Stuart Taub, Director Office of Sponsored Program
Address	211 Lyman Hall Syracuse, NY 13244
Phone	315-443-9356

**15.0 MISCELLANEOUS PROVISIONS.**

- 15.01 **Conflict of Interest.** UNIVERSITY represents that it presently has no interest and agrees to manage or mitigate any such interest acquired during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the UNIVERSITY.
- 15.03 **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor.** The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.
- 15.05 **Dispute Resolution.** Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be



extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.

- 15.06 Assignment and Subcontracting. The UNIVERSITY shall not assign , sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement. shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, UNIVERSITY shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and UNIVERSITY under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the UNIVERSITY as of the effective date of this Agreement which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. County acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and UNIVERSITY have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: Debra K. Wilson  
Contracts/Purchasing Officer  
Date: 12/7/2021 | 8:19 AM PST

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By: Marina Pantchenko  
County Counsel  
Date: 12/6/2021 | 5:01 PM PST

Approved as to Fiscal Provisions<sup>2</sup>

By: Gary Giboney  
Auditor/Controller  
Date: 12/7/2021 | 8:03 AM PST

Approved as to Liability Provisions<sup>3</sup>

By: Danielle Mancuso  
Risk Management  
Date: 12/13/2021 | 10:29 AM PST

**County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_**

\*INSTRUCTIONS: If UNIVERSITY is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If UNIVERSITY is a Limited Liability Corporation (LLC) the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If UNIVERSITY is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If UNIVERSITY is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**SYRACUSE UNIVERSITY**

By: Stuart Taub  
Stuart Taub, Director  
Office of Sponsored Programs  
Date: 12/3/2021 | 8:42 AM PST

By: Ramesh Raina  
Ramesh Raina, Interim VP of Research  
Syracuse University  
Date: 12/3/2021 | 9:58 AM PST

## **Exhibit A: Statement of Work & Payment Provisions**

### **Psychiatric Advanced Directives (PADs) Mental Health Services Act Innovations (INN) Project Activities in Monterey County, California**

#### **I. SCOPE OF WORK**

A. With assistance and approval from the Multi- County PADs approved Project Manager, Burton Blatt Institute (BBI) at Syracuse University will engage multiple subcontracts on the County's behalf and provide oversight of Subcontractors' budgets and invoices including approved direct and indirect costs. The administrative staff of BBI, (in coordination with the Project Management subcontractor, will provide detailed first level of oversight for all financial transactions of the project. All related operational, legal, and fiscal activities are coordinated with departments of SU Offices of Sponsored Programs and Sponsored Accounting, Human Resources, Payroll, Purchasing, Disbursements and Information Technology Services. These activities include:

- Review of Subcontracts with outside parties to ensure completeness, accuracy, and conformity with County policies and applicable California State and Federal regulations.
- Review of Subcontracts to ensure alignment with the Approved MHSA PADs INN project dated June 24, 2021.
- Background vetting and checks of potential vendors.
- Obtaining and issuing required tax forms.
- Review of invoices for accuracy and compliance and within the scope of the project.
- Ensure that payments to vendors made accurately and timely.

B. BBI will serve as a subject matter expert in the fields of evaluation, disability rights, technology, legislation and policy advocacy, and other areas, to assist all parties, upon request and as needed and appropriate, in the development and implementation of this project. Peter Blanck, Ph.D, J.D. (Principal Investigator), and Jonathan Martinis, J.D., will lead this effort for BBI, along with other staff as needed.

#### **II. APPROVED BUDGET, BUDGET NARRATIVE, AND PAYMENT TERMS**

##### **A. Operating Costs**

1. **Direct Operating Costs** include salary and fringe costs for personnel and related travel costs to accomplish the objectives as described above.

Peter Blanck, Ph.D., J.D., Principal Investigator will provide his time as in-kind to the project during academic months to direct oversight of all project activities.

Jonathan Martinis, J.D., Esq., will serve as Co-Project Director and subject matter expert in an advisory capacity.

A Project Coordinator (TBD) will provide detailed first level of oversight for all financial transactions of the project and coordinate with SU departments to ensure fiscal activities are in compliance with all applicable regulations, and all required forms are obtained and filed.

Direct Operating Costs are budgeted at \$3,386 in Year 1, \$6,956 in Year 2, \$8,417 in Year 3, and \$8,708 in Year 4 for a four-year total of \$27,467.

2. **Indirect Operating Costs** are generally calculated in accordance with Syracuse University's federally negotiated indirect cost rate agreement (Department of Health and Human Services, effective 05/21/2021), which is currently 26% of modified total direct costs (MTDC) for other, off-campus activities.

**For this proposal, Syracuse University (BBI) is applying a reduced rate of 9% of modified total direct costs (MTDC) per the requirement.**

Indirect Costs are budgeted at \$8,135 in Year 1, \$3,293 in Year 2, \$1,379 in Year 3, and \$916 in Year 4 for a four-year total of \$13,723.

- B. **Subcontract Costs** include the direct and indirect costs for the following activities. The proposed Subcontractor for each activity is subject to change at the discretion of the County.

1. **Project Management** – the budget for case management and full project oversight is \$18,511 in Year 1, \$15,965 in Year 2, \$16,428 in Year 3, and \$15,282 in Year 4 for a four-year total of \$66,186. The currently proposed Project Manager Contractor is Concepts Forward Consulting.
2. **PAD Training** – the total budget for training in PADs, participation in stakeholder discussion, county technical assistance, legislation expertise, personnel stipends and PADs presentations is \$13,185 in Year 1, \$7,020 in Year 2, \$3,330 in Year 3, and \$3,330 in Year 4 for a four-year total of \$26,865. The currently proposed PAD Training Contractor is Laurie Hallmark.
3. **Evaluation** – the evaluation activities are budgeted at \$5,554 in Year 1, \$15,870 in Year 2, \$18,590 in Year 3, and \$15,573 in Year 4 for a four-year total of \$55,587. The currently proposed Evaluation contractor is RAND Corporation.
4. **Media/Marketing** – contractor costs to provide expert consultation with stakeholders and create a statewide platform to educate about PADs are budgeted at \$24,750 in Year 1, \$9,000 in Year 2, \$4,500 in Year 3, and \$6,750 in Year 4 for a four-year total of \$45,000. The currently proposed Media/Marketing contractor is Idea Engineering.
5. **Technology Platform** – contractor costs to develop a secure, private and accessible PADs technology platform are \$66,000 in all four years of the project



for a total of \$264,000. The currently proposed Technology Platform contractor is Chorus.

Total costs for Contracts are \$128,000 in Year 1, \$113,855 in Year 2, \$108,848 in Year 3, and \$106,935 in Year 4 for a four-year total of \$457,638.

### III. APPROVED BUDGET: BUDGET SUMMARY

<b>MONTEREY COUNTY – BBI - BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY</b>						
<b>EXPENDITURES</b>						
	<b>PERSONNEL COSTS (salaries, wages, benefits)</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>TOTAL</b>
1.	Salaries					
2.	Direct Costs					
3.	Indirect Costs					
4.	<b>Total Personnel Costs</b>					\$
	<b>OPERATING COSTS*</b>					
5.	Direct Costs	3,386	6,956	8,417	8,708	\$27,467
6.	Indirect Costs	8,135	3,293	1,379	916	\$13,723
7.	<b>Total Operating Costs</b>	<b>11,521</b>	<b>10,249</b>	<b>9,796</b>	<b>9,624</b>	<b>\$41,190</b>
	<b>NON-RECURRING COSTS (equipment, technology)</b>					
8.						
9.						
10.	<b>Total non-recurring costs</b>					
	<b>CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)</b>					
11.	Project Management	18,511	15,965	16,428	15,282	\$66,186
11.	PAD Trainer	13,185	7,020	3,330	3,330	\$26,865
11.	Evaluation	5,554	15,870	18,590	15,573	\$55,587
11.	Media/Marketing	24,750	9,000	4,500	6,750	\$45,000
11.	Tech-Platform Stakeholder Engagement	66,000	66,000	66,000	66,000	\$264,000
13.	<b>Total Consultant Costs</b>	<b>128,000</b>	<b>113,855</b>	<b>108,848</b>	<b>106,935</b>	<b>\$457,638</b>
	<b>OTHER EXPENDITURES (please explain in budget narrative)</b>					
14.	Direct Costs					
15.	Indirect Costs					
16.	<b>Total Other Expenditures</b>					\$
	<b>BUDGET TOTALS</b>					
	<b>Personnel (total of line 1)</b>					\$

<b>Direct Costs (add lines 2, 5, and 11 from above)</b>	<b>131,386</b>	<b>120,811</b>	<b>117,265</b>	<b>115,643</b>	<b>\$485,105</b>
<b>Indirect Costs (add lines 3, 6, and 12 from above)</b>	<b>8,135</b>	<b>3,293</b>	<b>1,379</b>	<b>916</b>	<b>\$13,723</b>
<b>Non-recurring costs (total of line 10)</b>					
<b>Other Expenditures (total of line 16)</b>					<b>\$</b>
<b>TOTAL INNOVATION BUDGET</b>	<b>139,521</b>	<b>124,104</b>	<b>118,644</b>	<b>116,559</b>	<b>\$498,828</b>

#### IV. PAYMENT TERMS: COST REIMBURSEMENT

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with this project up to the amount of \$498,828 (the "Project Cost") as established by the Statement of Work and Approved Budget in this Exhibit A. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for County prior approval.

Reimbursement shall be made by the County upon receipt of itemized invoices. Each invoice must reference the County account number. Invoices shall be submitted not more frequently than monthly, but must be submitted at least quarterly in accordance with the Approved Budget.

The County shall not be liable for any payment in excess of the Project Cost unless this Agreement Exhibit A is modified in writing. Within sixty (60) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred.

Checks shall be made payable to 'Syracuse University' and shall be sent to:

Syracuse University  
Bursar's Office  
Attn: Director, Sponsored Accounting  
119 Bowne Hall  
Syracuse, NY 13244  
Email: [contact@syr.edu](mailto:contact@syr.edu)  
Tel: 315-443-2089

For the purposes of identification, each payment shall include the title of the project and the name of the Principal Investigator.